

HOVELY

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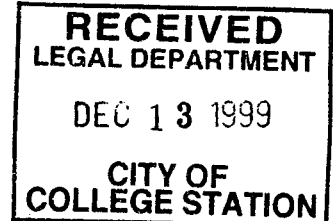
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CONFIDENTIAL
PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Mr. Gosselink's Direct Line:
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pgosselink@lglawfirm.com

December 9, 1999



Mr. Tom Brymer
City Manager
City of College Station
P.O. Box 9960
College Station, Texas 77842

RE: Employment Contract; Billing File 132600

Dear Mr. Brymer:

This will confirm our agreement that the firm of Lloyd, Gosselink, Blevins, Rochelle, Baldwin & Townsend, P.C. will represent the City of College Station in its effort to secure a Type I Municipal Solid Waste Permit for a solid waste disposal facility. We will assist in the selection and acquisition of the site and represent the City before the Texas Natural Resources Conservation Commission ("TNRCC"). At this time we will work under the direction of the City Manager of College Station or his designate.

Our firm utilizes a fee structure based on the cost per chargeable hour for attorneys' services, depending on the individual involved and his or her level of experience and expertise. I will be the account representative and the attorney in charge of our representation. My time is currently billed at the rate of \$225.00 per hour. From time to time other attorneys with the firm may be assigned to some aspect of our representation, as appropriate. It is the policy of our firm to review our fee structure annually. We will notify you in writing prior to implementation of any change in our fee structure.

Additionally, we utilize briefing clerks, paralegals and other support personnel to perform those tasks not requiring the time of an attorney. Briefing clerk and paralegal time is billed at an amount not to exceed \$75.00 per hour. We will

submit all out-of-pocket expenses incurred for reimbursement, with a fifteen percent (15%) overhead charge added. Usually we ask the client to pay directly all filing fees, charges for consultants, etc. due to the size of such fees and to avoid the client incurring our overhead charge. We endeavor to have a statement of services rendered and expenses incurred by the 15th of each month. Full payment is due on receipt of the statement.

Our specific initial tasks will include assistance in selection of the property. In particular, we anticipate retaining a local real estate agent to assist with the evaluation of prospective properties. After such evaluation has been conducted, we will seek the guidance of the City Manager of College Station or his designate to determine whether to further pursue any particular site and properties.

If authorized to proceed, I will prepare contracts for the option to purchase real property by the City or its nominee at such prices and containing such other terms as approved by the nominee and the City Manager or his designate.

We shall not be authorized to purchase any property as nominee for the City without the express authorization of the City.

I confirm to you that our firm is aware of the City's charter limitations requiring City Council approval of contracts with professionals in excess of \$15,000. I agree to notify you prior to the time fees and costs reach \$12,000.

Upon acquisition of the property, we will assist the City in preparing the application to and securing the permit from the TNRCC for a municipal solid waste landfill permit.

This agreement shall become effective upon our receipt of a countersigned original of this letter. This agreement may be terminated by you at any time by written notice to us, provided, when applicable, that permission for withdrawal from employment is granted by the court. This agreement may be terminated by this firm on fifteen (15) days written notice that we are no longer in a position to continue representing you in a particular matter for any reason, including nonpayment of fees and expenses within 30 days of receipt of a statement.

Mr. Tom Brymer
December 9, 1999
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If this agreement is acceptable to you, please sign the duplicate original provided herein, and return it to us for our records. We look forward to working with you.

Sincerely,

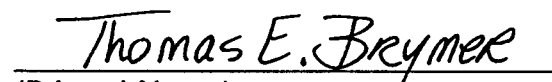


Paul Gosselink

PGG:jljg
1326/00/ltr991209pgg

APPROVED:

CITY OF COLLEGE STATION


(Client Signature)
(Title)
(Printed Name)

SCHEDULE OF CHARGES

As of January 1, 1999

Photocopies	\$.20/page
Telefax (sending only)	\$ 1.00/page
Messenger/clerical services	\$10.00/hour